

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

In re:

**NUTRACAP HOLDINGS, LLC,

Debtor.**

Chapter 11

Case No. 25-50430-LRC

**PLAN OF LIQUIDATION PROPOSED BY
NUTRACAP HOLDINGS, LLC**

June 30, 2025

ROUNTREE LEITMAN KLEIN & GEER, LLC

Will B. Geer, Ga. Bar No. 940493
Caitlyn Powers, Ga. Bar No. 856354
Century Plaza I
2987 Clairmont Road, Suite 350
Atlanta, Georgia 30329
(404) 584-1238 Telephone
wgeer@rlkglaw.com
cpowers@rlkglaw.com
Counsel for the Debtor

ARTICLE I **SUMMARY**

This Plan of Liquidation (the “**Plan**”) under chapter 11 of the Bankruptcy Code (the “**Code**”) proposes to pay creditors of Nutracap Holdings, LLC (the “**Debtor**”) from proceeds of the sale of all or substantially all of the Debtor’s assets.

This Plan provides for two classes of secured creditors and one class of unsecured creditors. Unsecured creditors holding allowed claims will receive distributions. This Plan also provides for the payment of administrative claims in full as of the effective date of this Plan.

All creditors and equity security holders should refer to Articles IV through VII of this Plan for information regarding the precise treatment of their claim. A disclosure statement that provides more detailed information regarding this Plan and the rights of creditors and equity security holders has been circulated with this Plan. **Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)**

DEFINITIONS

- 1.1 “Administrative Bar Date” means the first Business Day thirty (30) days after the Effective Date, and is the date by which all Administrative Claims must be filed with the Bankruptcy Court, except as otherwise provided in the Plan or the Bankruptcy Code.
- 1.2 “Administrative Claim” means any cost or expense of administration of the Estate allowed under § 503(b) of the Bankruptcy Code, proof (or request for payment or approval) of which is timely filed by the Administrative Bar Date or otherwise allowed under § 503(a) or § 503(b)(1)(D), and any fees and charges assessed against the estate under 28 U.S.C. § 1930.
- 1.3 “Allowed Claim” means a Claim against the Debtor (a) which is listed in the Debtor’s Schedules (as amended), other than a Disputed Claim or a Claim to which an objection has been interposed; or (b) proof of which has been timely filed and with respect to which no timely filed objection to the allowance thereof has been interposed; or (c) which has been allowed by the Court in a Final Order, but only in the amount allowed. An Allowed Claim shall not include unmatured or post-petition interest unless otherwise stated in the Plan.
- 1.4 “Assets” means all property, real or personal, in which the Debtor has an interest.
- 1.5 “Avoidance Actions” means proceedings commenced under Chapter 5 of the Bankruptcy Code.
- 1.6 “Ballot” means the form distributed to each holder of an impaired Claim on which is to be indicated, among other things, acceptance or rejection of the Plan.
- 1.7 “Bankruptcy Code” means Title 11 of the United States Code.

- 1.8 “Bankruptcy Court” means the United States Bankruptcy Court for the Northern District of Georgia, or if such court ceases to exercise jurisdiction over the Case, the court or adjunct thereof that exercises jurisdiction over the Case.
- 1.9 “Bankruptcy Rules” means (i) the Federal Rules of Bankruptcy Procedure, and (ii) the Local Bankruptcy Rules for the Bankruptcy Court, in either case, as now in effect or hereinafter amended (except that all time periods herein shall be calculated in accordance with the Bankruptcy Rules as in effect on the date hereof).
- 1.10 “Bar Date” means the date designated by the Bankruptcy Court as the last date for filing a proof of claim or proof of interest, as the case may be, against the Debtor.
- 1.11 “Business Day” means any day except Saturday, Sunday, or other day on which commercial banks in the State of Georgia are authorized or required by law to close, or any other “legal holiday” as defined in Bankruptcy Rule 9006(a).
- 1.12 “Case” means the case commenced under Chapter 11 of the Code pending in the Bankruptcy Court, and bearing Case No. 25-50430-LRC.
- 1.13 “Cash” means United States currency, drafts, checks, deposit accounts or other cash equivalents.
- 1.14 “Claim” means a claim as defined in § 101(5) of the Code.
- 1.15 “Claimant” means a Person holding a Claim against the Debtor.
- 1.16 “Class” means each class of Claims or Interests established and set forth in Article II of the Plan.
- 1.17 “Collateral” means any property or interest in property of the Debtor subject to a Lien to secure the payment or performance of a Claim, which Lien is not subject to avoidance or otherwise invalid under the Code or applicable state law.
- 1.18 “Confirmation” means the entry of a Final Order of the Bankruptcy Court confirming the Plan.
- 1.19 “Confirmation Date” means the date on which the Confirmation Order is entered by the Bankruptcy Court.
- 1.20 “Confirmation Hearing” means the hearing under § 1128 of the Code scheduled by the Bankruptcy Court for consideration of Confirmation of the Plan as it may be continued from time to time.
- 1.21 “Confirmation Order” means the order of the Bankruptcy Court confirming the Plan.

- 1.22 “Creditor” means the holder of a Claim.
- 1.23 “Days” shall be calculated in accordance with Rule 6 of the Federal Rules of Civil Procedure.
- 1.24 “Debtor” means Nutracap Holdings, LLC
- 1.25 “Disclosure Statement” means the Disclosure Statement filed or to be filed by Debtor in connection with this Plan, as modified, if applicable.
- 1.26 “Disputed Claim” means a Claim:
- (a) which is listed as disputed or contingent in the Debtor’s Schedules as filed or as amended, or
 - (b) which is listed as disputed under any provision of this Plan, or
 - (c) as to which a proof of claim was timely filed and an objection to such Claim was filed within 30 days after the Effective Date.
- 1.27 “Effective Date” means the date that is the first business day that is at least 60 days after the Confirmation Order becomes a Final Order.
- 1.28 “Equipment” means all machinery, tools, motor vehicles, furniture and fixtures, and all parts thereof and all accessions thereto and all software related thereto, including software that is embedded in and is part of said Equipment, so as not to include any Inventory.
- 1.29 *Intentionally Omitted*
- 1.30 “Estate” means the bankruptcy estate of the Debtor.
- 1.31 “Executory Contracts” means all contracts, including unexpired leases, to which the Debtor was a party on the Petition Date and which were executory within the meaning of § 365 of the Code and which may be assumed or rejected by the Debtor.
- 1.32 “Final Decree” means the Final Order of the Bankruptcy Court that closes and dismisses the Case.
- 1.33 “Final Order” means an order or judgment of the Bankruptcy Court as entered on the docket in the case, that has not been reversed, stayed, modified, or amended, and as to which, either (i) the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely filed, or (ii) any appeal or petition for certiorari that has been filed has been resolved by the highest court to which the order or judgment was appealed from or from which certiorari was sought.

- 1.34 “Inventory” means all goods held for sale or lease, including all raw materials, work in process, finished goods, and material used or consumed in the manufacture, production, preparation or shipping thereof, so as not to include any Equipment.
- 1.35 “Lien” has the meaning set forth in §101(37) of the Code.
- 1.36 “Material Default” of the Debtor shall occur if (1) Debtor fails to make any payment required under the Plan, or to perform any other obligation required under the Plan, for more than 30 calendar days after the time specified in the Plan for such payment or other performance; (2) upon such failure, the affected creditor has served upon Debtor and Debtor’s attorney a written notice of Debtor’s default; and (3) Debtor fails within 30 calendar days after the date of service of the notice of default either: (i) to cure the default; or (ii) to obtain from the court or affected creditor an extension of time to cure the default, or a determination that no default occurred.
- 1.37 “Miscellaneous Assets” means Assets other than Inventory, Equipment, Accounts Receivable or Avoidance Actions.
- 1.38 “Person” means an individual, a corporation, a partnership, an association, a joint stock company, a joint venture, an estate, a trust, an unincorporated organization, a government, or any political subdivision thereof, or other legal entity.
- 1.39 “Petition Date” means January 14, 2025, the date on which the voluntary petition for relief under Chapter 11 of the Code was filed by the Debtor.
- 1.40 “Plan” means this Plan, as it may be amended from time to time.
- 1.41 “Priority Claim” means a Claim made pursuant to § 507(a) of the Code, other than an Administrative Claim or a Professional Claim.
- 1.42 “Priority Tax Claim” means any Allowed Claim for taxes, including without limitation, income, property, withholding, payroll or excise taxes, or any penalty related to the foregoing to the extent such Claim is entitled to priority under § 507(a)(8) of the Code.
- 1.43 “Professional” means any attorney, accountant, appraiser, consultant, financial advisor or other professional retained or to be compensated pursuant to an order of the Bankruptcy Court entered under any provision of the Code.
- 1.44 “Professional Claim” means any Claim for compensation or reimbursement of a Professional arising at any time before the Confirmation Date.
- 1.45 “Proof of Claim” means a proof of Claim filed pursuant to § 501 of the Code and Part III of the Bankruptcy Rules.

- 1.46 “Rejection Claim” means a Claim arising from the rejection of an executory contract or unexpired lease in such amounts as are permitted by the Code and applicable law, and as are allowed by the Bankruptcy Court.
- 1.47 *[Reserved]*
- 1.48 “Schedules” means the schedules of assets and liabilities and statement of financial affairs filed by the Debtor with the Bankruptcy Court and any amendments thereto.
- 1.49 “Secured Claim” means any Claim, debt, or demand against the Debtor as determined in accordance with § 506(a) of the Code which is secured by a properly perfected mortgage, deed of trust, Lien, pledge, or security interest in, or right of set off against, any Property of the Debtor, but only to the extent of the value of the Collateral as of the Confirmation Hearing.
- 1.50 “Unexpired Lease” means a lease of personalty or realty which had neither expired by its terms nor been properly terminated as of the Petition Date, and which has not expired by its terms or been rejected by a Final Order on or prior to the Confirmation Date.
- 1.51 “Unliquidated Claim” means any Claim, the amount of liability for which has not been fixed, whether pursuant to agreement, applicable law, or otherwise, as of the date on which such Claim is sought to be estimated.
- 1.52 “Unsecured Claim” means any unsecured debt, demand, or Claim of whatever nature other than an Administrative Expense, a Professional Claim, a Priority Claim, a Priority Tax Claim, or a Secured Claim, to the extent as determined and allowed by the Bankruptcy Court in accordance with § 502 of the Code.

ARTICLE II

CLASSIFICATION OF CLAIMS AND INTERESTS

- 2.01 Class 1. The Secured Claim of First Horizon Bank (“**First Horizon**”).
- 2.02 Class 2. The Secured Claim of the Gwinnett County Tax Commissioner (“**Gwinnett County**”).
- 2.03 Class 3. General Unsecured Claims.

ARTICLE III

TREATMENT OF ADMINISTRATIVE EXPENSE CLAIMS, U.S. TRUSTEES FEES, AND PRIORITY TAX CLAIMS

3.01 Unclassified Claims. Under § 1123(a)(1), administrative expense claims are not in classes. With respect to potential Administrative Expense Claims, the Debtor retained Rountree Leitman Klein & Geer (the “**Firm**”). The Firm received into trust \$10,000 on December 23, 2024 and \$65,000 on January 10, 2025 via wire transfer from the Debtor and as of the date hereof, the

fees and expenses incurred by the Firm have exceeded the retainer. Debtor does not anticipate any other administrative expenses. Debtor does not expect any claims for unpaid post-petition goods and services. Debtor will incur quarterly trustee fees which Debtor intends to pay when due.

3.02 Administrative Expense Claims. Each holder of an administrative expense claim allowed under § 503 of the Code, will be paid in full on the effective date of this Plan (as defined in Article VII), in cash, or upon such other terms as may be agreed upon by the holder of the claim and the Debtor.

3.03 Priority Tax Claims. Each holder of a priority tax claim, if one exists, will be paid upon terms consistent with § 1129(a)(9)(C) of the Code. The Internal Revenue Service has filed a proof of claim asserting a priority tax claim in the amount of \$645.64, which shall be paid in full on the Effective Date if valid.

3.04 United States Trustee Fees. All fees required to be paid by 28 U.S.C. § 1930(a)(6) (U.S. Trustee Fees) will accrue and be timely paid until the case is closed, dismissed, or converted to another chapter of the Code. Any U.S. Trustee Fees owed on or before the effective date of this Plan will be paid on the effective date.

ARTICLE IV

TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN

5.01 Claims and interests shall be treated as follows under this Plan:

Class 1: Secured Claim of First Horizon Bank:

Class 1 shall consist of the Secured Claim of First Horizon Bank (“**First Horizon**”) or any successors in interest to First Horizon.

First Horizon has filed a secured proof of claim in the estimated amount of \$16,497,096.21. To secure its claim, First Horizon asserts a first priority lien upon and security interest in all of the Debtor’s tangible and intangible assets (the “**Class 1 Collateral**”). First Horizon shall retain its lien on the Class 1 Collateral and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Petition Date.

Debtor shall pay the Secured Class 1 Claim in full on the Effective Date of the Plan. Any payments made prior to the Effective Date and post-petition shall be applied to the principal balance of the Secured Class 1 Claim.

Class 1 is impaired and entitled to vote on the plan. Nothing herein shall constitute an admission as to the nature, validity, or amount of claim. Debtor reserves the right to object to any and all claims.

Class 2: The Secured Claim of the Gwinnett County Tax Commissioner:

Class 2 shall consist of the claim of the Gwinnett County Tax Commissioner (“**Gwinnett County**”).

The Debtor listed Gwinnett County’s claims in Schedule D in the total amount of \$199,765.96 (the “**Class 2 Claim**”). Gwinnett County asserts a second-priority lien in all of the Debtor’s tangible and intangible personal property (the “**Class 2 Collateral**”) by virtue of the following Fi.Fas filed in the Gwinnett County, Georgia lien records: Lien Book 6417 Page 63, Lien Book 6519, Page 168, Lien Book 6519, Page 173, Lien Book 6519, Page 174, Lien Book 6519, Page 175, and Lien Book 6519, Page 176. Gwinnett County shall retain its liens on the Class 2 Collateral and the liens shall be valid and fully enforceable to the same validity, extent and priority as existed on the Petition Date.

Debtor shall pay the Secured Class 2 Claim in full on the Effective Date of the Plan. Any payments made prior to the Effective Date and post-petition shall be applied to the principal balance of the Secured Class 2 Claim.

Class 2 is impaired and entitled to vote on the plan. Nothing herein shall constitute an admission as to the nature, validity, or amount of claim. Debtors reserve the right to object to any and all claims.

Class 3: General Unsecured Claims.

Class 3 shall consist of all Allowed General Unsecured Claims.

Each holder of an Allowed Unsecured Claim shall be entitled to receive such holder’s *pro rata* share of funds available after payment of Allowed Claims described in Article III of the Plan on the date that is 60 days after the Effective Date.

The funds will be paid out in one lump-sum distribution; however, to the extent any funds are recovered from any Retained Actions of the Debtor (“**Retained Action Proceeds**”), they will be distributed to Class 3 claimants after an appropriate notice and hearing is held on the disposition of the Retained Action Proceeds.

Notwithstanding anything else in this Plain to the contrary, any holder of an Allowed Unsecured Claim shall be reduced by any payment received by the creditor holding such claim from any third party or other obligor, and the Debtor’s obligations hereunder shall be reduced accordingly.

The Claims of the Class 3 Creditors are Impaired by the Plan, and the holders of Class 3 Claims are entitled to vote to accept or reject the Plan.

Nothing herein shall constitute an admission as to the nature, validity, or amount of such claim. Debtor reserves the right to object to any and all claims.

ARTICLE V
ALLOWANCE AND DISALLOWANCE OF CLAIMS

6.01 Disputed Claim. A disputed claim is a claim that has not been allowed or disallowed by a final non-appealable order, and as to which either: (i) a proof of claim has been filed or deemed filed, and the Debtor or another party in interest have filed an objection; or (ii) no proof of claim has been filed, and the Debtor has scheduled such claim as disputed, contingent, or unliquidated.

6.02 Delay of Distribution on a Disputed Claim. No distribution will be made on account of a disputed claim unless such claim is allowed by a final non-appealable order.

6.03 Settlement of Disputed Claims. The Debtor will have the power and authority to settle and compromise a disputed claim with court approval and compliance with Rule 9019 of the Federal Rules of Bankruptcy Procedure.

ARTICLE VI
PROVISIONS FOR EXECUTORY CONTRACTS AND UNEXPIRED LEASES

7.01 Assumed Executory Contracts and Unexpired Leases.

(a) Any unexpired leases or executory contracts which are not expressly assumed under the Plan or are the subject of a pending motion to assume as of the Effective Date shall be deemed rejected pursuant to Section 365 of the Bankruptcy Code on the Effective Date. A proof of a claim arising from the rejection of an executory contract or unexpired lease under this section must be filed no later than sixty (60) days after the date of the order confirming this Plan.

ARTICLE VII
MEANS FOR IMPLEMENTATION OF THE PLAN

8.01 Parties Responsible for Implementation of the Plan. Upon confirmation, Debtor will be charged with administration of the Case. Debtor will be authorized and empowered to take such actions as are required to effectuate the Plan. Debtor will file all post-confirmation reports required by the United States Trustee's office. Debtor will also file the necessary final reports and will apply for a final decree as soon as practicable after substantial consummation, the completion of the claims analysis and objection process, and following entry of Final Orders in all Bankruptcy Court litigation. Debtor may be authorized to reopen this case after the entry of a Final Decree to enforce the terms of the Plan including for the purpose of seeking to hold a party in contempt or to enforce the confirmation or discharge injunction or otherwise afford relief to Debtor. The fee associated with the Debtor's motion to reopen Debtor's case may be waived, and Debtor may not be responsible for payment of such to the Clerk of Court for the Bankruptcy Court of the Northern District of Georgia or otherwise.

8.02 Source of Cash Distributions. The source of funds for payments pursuant to the Plan will be any proceeds from the sale of all or substantially all of the Debtor's assets. The Plan

provides that Debtor shall act as the Disbursing Agent to make payments under the Plan unless Debtor appoints some other entity to do so. Debtor may maintain bank accounts under the confirmed Plan in the ordinary course of business. Debtor may also pay ordinary and necessary expenses of administration of the Plan in due course.

8.03 Preservation of Causes of Action. In accordance with section 1123(b)(3) of the Bankruptcy Code, Debtor will retain and may (but is not required to) enforce all Retained Actions. After the Effective Date, Debtor, in its sole and absolute discretion, shall have the right to bring, settle, release, compromise, or enforce such Retained Actions (or decline to do any of the foregoing), without further approval of the Bankruptcy Court. Debtor (or any successors, in the exercise of its sole discretion), may pursue such Retained Actions so long as it is the best interests of Debtor (or any successors holding such rights of action). The failure of Debtor to specifically list any claim, right of action, suit, proceeding or other Retained Action in this Plan does not, and will not be deemed to, constitute a waiver or release by Debtor of such claim, right of action, suit, proceeding or other Retained Action, and Debtor will retain the right to pursue such claims, rights of action, suits, proceedings and other Retained Actions in its sole discretion and, therefore, no preclusion doctrine, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches will apply to such claim, right of action, suit, proceeding or other Retained Actions upon or after the confirmation or consummation of this Plan. Debtor reserves all causes of actions for breach of any former or now existing agreement or otherwise. Any failure by Debtor to assert or set forth the occurrence of any other default or events of default which may have occurred shall not be deemed to be a waiver, release or estoppel of such other default or event of default. Debtor hereby expressly reserves the right to declare any such other default or event of default and to take such other action as Debtor may be entitled to applicable law. No delay on the part of Debtor in exercising any right or remedy shall operate as a waiver in whole or in part of any right or remedy. The Disclosure Statement and Plan are filed with a full reservation of rights.

8.04 Effectuating Documents, Further Transactions. Debtor is authorized to execute, deliver, file, or record such contracts, instruments, releases, indentures, and other agreements or documents, and take such action as may be necessary, desirable or appropriate to effectuate and further evidence the terms and conditions of this Plan or to otherwise comply with applicable law.

8.05 Further Authorization. Debtor shall be entitled to seek such orders, judgments, injunctions and rulings as it deems necessary or desirable to carry out the intentions and purposes, and to give full effect to the provisions, of this Plan.

8.06 Liabilities of Debtor. Debtor will not have any liabilities except those expressly assumed under the Plan. Debtor will be responsible for all expenses incurred by Debtor in the ordinary course of business after the Filing Date, and those expenses will be paid in the ordinary course of business as they become due or as agreed upon by holders of the expense claim.

8.07 No Interest on Claims or Interests. Unless otherwise specifically provided for in this Plan, the Confirmation Order, or a post-petition agreement in writing between the Debtor and a Holder of an Allowed Claim, post-petition interest shall not accrue or be paid on Claims, and no Holder shall be entitled to interest accruing on or after the Filing Date on any Claim. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim in

respect of the period from the Effective Date to the date a Final Distribution is made when and if such Disputed Claim becomes an Allowed Claim.

8.08 Distributions to Holders as of the Record Date. All Distributions on Allowed Claims shall be made to the Record Holders of such Claims. As of the close of business on the Record Date, the Claims register maintained by the Bankruptcy Court shall be closed, and there shall be no further change in the Record Holder of any Claim. Debtor shall have no obligation to recognize any transfer of any Claim occurring after the Record Date. Debtor shall instead be entitled to recognize and deal for all purposes under this Plan with the Record Holders as of the Record Date.

ARTICLE XIII **GENERAL PROVISIONS**

9.01 Definitions and Rules of Construction. The definitions and rules of construction set forth in §§ 101 and 102 of the Code shall apply when terms defined or construed in the Code are used in this Plan.

9.02 Effective Date of Plan. The effective date of this Plan is the 60th business day following the date of the entry of the order of confirmation. But if a stay of the confirmation order is in effect on that date, the effective date will be the first business day after that date on which no stay of the confirmation order is in effect, provided that the confirmation order has not been vacated.

9.03 Severability. If any provision in this Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceability and operative effect of any other provision of this Plan.

9.04 Binding Effect. The rights and obligations of any entity named or referred to in this Plan will be binding upon, and will inure to the benefit of the successors or assigns of such entity.

9.05 Captions. The headings contained in this Plan are for convenience of reference only and do not affect the meaning or interpretation of this Plan.

9.06 Controlling Effect. Unless a rule of law or procedure is supplied by federal law (including the Code or the Federal Rules of Bankruptcy Procedure), the laws of the State of Georgia govern this Plan and any agreements, documents, and instruments executed in connection with this Plan, except as otherwise provided in this Plan.

9.07 Vesting of Debtor's Assets: Except as otherwise explicitly provided in the Plan, on the Effective Date, all property comprising the Estate (including Retained Actions, but excluding property that has been abandoned pursuant to an order of the Bankruptcy Court) shall revert in Debtor free and clear of all Claims, Liens, charges, encumbrances, rights and Interests of creditors and equity security holders, except as specifically provided in the Plan. As of the Effective Date, Debtor may use, acquire, and dispose of property and settle and compromise Claims or Interests without supervision of the Bankruptcy Court, free of any restrictions of the Bankruptcy Code or

Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and Confirmation Order.

9.08 Revocation: The Debtor reserves the right to revoke and withdraw the Plan prior to Confirmation. If the Debtor revokes and/or withdraws the Plan, then the Plan shall be deemed null and void and nothing contained herein shall be deemed to constitute a waiver or release of any claims by or against the Debtor, or any other person or entity or to prejudice in any manner the rights of such parties in any further proceedings involving the Debtor.

9.09 Liabilities: Debtor will not have any liabilities except those expressly assumed under the Plan. Debtor will be responsible for all ongoing expenses and payments due and owing under the confirmed Plan.

9.10 Plan Controls: In the event, and to the extent that any provision of the Plan is inconsistent with the provisions of the Disclosure Statement, or any other agreement or instrument required or contemplated to be executed by the Debtor or any other entity pursuant to the Plan, the provisions of the Plan shall control and take precedence. In the event of any inconsistency between any provision of any of the foregoing documents and any provision of the Confirmation Order, the Confirmation Order shall control and take precedence.

9.11 Releases of Claims by Holders of Claims

Except as otherwise specifically provided for in the Plan, upon the entry of a Confirmation Order (a) each Person that votes to accept the Plan or is presumed to have voted for the Plan pursuant to Section 1126(f) of the Bankruptcy Code; and (b) to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, each Entity or Person, that has held, holds, or may hold a Claim or interest (each, a "Release Obligor"), in consideration for the obligations of Debtor under the Plan and the case, shall have conclusively, absolutely, unconditionally, irrevocably and forever, released and discharged Debtor from any Claim or causes of action existing as of the Effective Date arising from, based on or relating to, in whole or in part, the subject matter of, or the transaction or event giving rise to the Claim or claim for relief of such Release Obligor, and any act, omission, occurrence or event in any manner related to such subject matter, transaction or obligation. In consideration of the obligations of the Debtor and the Reorganized Debtor under this Plan, the securities, contracts, instruments, releases and other agreements or documents to be delivered in connection with this Plan, the Debtor and each holder of a Claim against or Equity Interest in the Debtor shall be deemed to forever release, waive and discharge all Claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action and liabilities (other than the rights to enforce the Debtor's or the Reorganized Debtor's obligations under this Plan and the securities, contracts, instruments, releases and other agreements and documents delivered thereunder) against the Debtor and the Reorganized Debtor, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or in part on any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtor, the Chapter 11 case or the conduct thereof, or this Plan.

ARTICLE IX
DISCHARGE

[Reserved]

ARTICLE X—
OTHER PROVISIONS
RETENTION OF JURISDICTION

11.1 Retention of Jurisdiction. Subsequent to the Effective Date, the Bankruptcy Court shall have or retain jurisdiction for the following purposes:

11.1.1 To adjudicate objections concerning the allowance, priority or classification of Claims and any subordination thereof, and to establish a date or dates by which objections to Claims must be filed to the extent not established herein;

11.1.2 To liquidate the amount of any disputed, contingent or unliquidated Claim, to estimate the amount of any disputed, contingent or unliquidated Claim, to establish the amount of any reserve required to be withheld from any distribution under this Plan on account of any disputed, contingent or unliquidated Claim;

11.1.3 To resolve all matters related to the rejection, and assumption and/or assignment of any Executory Contract or Unexpired Lease of Debtor;

11.1.4 To hear and rule upon all Retained Actions, Avoidance Actions and other Causes of Action commenced and/or pursued by Debtor;

11.1.5 To hear and rule upon all applications for Professional Compensation;

11.1.6 To remedy any defect or omission or reconcile any inconsistency in this Plan, as may be necessary to carry out the intent and purpose of this Plan;

11.1.7 To construe or interpret any provisions in this Plan and to issue such orders as may be necessary for the implementation, execution and consummation of this Plan, to the extent authorized by the Bankruptcy Court;

11.1.8 To adjudicate controversies arising out of the administration of the Estate or the implementation of this Plan;

11.1.9 To make such determinations and enter such orders as may be necessary to effectuate all the terms and conditions of this Plan, including the Distribution of funds from the Estate and the payment of claims;

11.1.10 To determine any suit or proceeding brought by Debtor to recover property under any provisions of the Bankruptcy Code;

11.1.11 To hear and determine any tax disputes concerning Debtor and to determine and declare any tax effects under this Plan;

11.1.12 To determine such other matters as may be provided for in this Plan or the Confirmation Order or as may be authorized by or under the provisions of the Bankruptcy Code;

11.1.13 To determine any controversies, actions or disputes that may arise under the provisions of this Plan, or the rights, duties or obligations of any Person under the provisions of this Plan;

11.1.14 To adjudicate any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of, or in connection with, any agreement pursuant to which Debtor sold any of its assets during the Bankruptcy Case; and

11.1.15 To enter a final decree.

11.2 Alternative Jurisdiction. In the event that the Bankruptcy Court is found to lack jurisdiction to resolve any matter, then the District Court shall hear and determine such matter. If the District Court does not have jurisdiction, then the matter may be brought before any court having jurisdiction with regard thereto.

11.3 Final Decree: The Bankruptcy Court may, upon application of the Debtor, at any time after “substantial consummation” of the Plan as defined in §1101(2) of the Bankruptcy Code, enter a final decree in the case, notwithstanding the fact that additional funds may eventually be distributed to parties in interest. In such event, the Bankruptcy Court may enter an Order closing this case pursuant to section 350 of the Bankruptcy Code, provided, however, that: (a) the Debtor shall continue to have the rights, powers, and duties set forth in this Plan; (b) any provision of this Plan requiring the absence of an objection shall no longer be required, except as otherwise ordered by the Bankruptcy Court; and (c) the Bankruptcy Court may from time to time reopen the Bankruptcy Case if appropriate for any of the following purposes: (1) administering Assets; (2) entertaining any adversary proceedings, contested matters or applications the Debtor has brought or bring with regard to the liquidation of Assets and the prosecution of Causes of Action; (3) enforcing or interpreting this Plan or supervising its implementation; or (4) for other cause. Debtor shall be authorized to reopen the Bankruptcy Case for purposes of obtaining a discharge after entry of the final decree and the fee associated with the attendant motion to reopen Debtor’s case shall be waived, and Debtor shall not be responsible for payment of such to the Clerk of Court for the Bankruptcy Court of the Northern District of Georgia.

TAX CONSEQUENCES

Tax consequences resulting from confirmation of the Plan can vary greatly among the various Classes of Creditors and Holders of Interests, or within each Class. Significant tax consequences may occur as a result of confirmation of the Plan under the Internal Revenue Code and pursuant to state, local, and foreign tax statutes. Because of the various tax issues involved, the differences in the nature of the Claims of various Creditors, the taxpayer status and methods of accounting and prior actions taken by Creditors with respect to their Claims, as well as the

possibility that events subsequent to the date hereof could change the tax consequences, this discussion is intended to be general in nature only. No specific tax consequences to any Creditor or Holders of an Interest are represented, implied, or warranted. Each Holder of a Claim or Interest should seek professional tax advice, including the evaluation of recently enacted or pending legislation, because recent changes in taxation may be complex and lack authoritative interpretation. The proponent assumes no responsibility for the tax effect that consummation of the Plan will have on any given Holder of a Claim or Interest. Holders of Claims or Interest are strongly urged to consult their own tax advisors covering the federal, state, local and foreign tax consequences of the Plan to their individual situation.

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ROUNTREE LEITMAN KLEIN & GEER, LLC

/s/ Caitlyn Powers

Will B. Geer, Ga. Bar No. 940493

Caitlyn Powers, Ga. Bar No. 856354

Century Plaza I

2987 Clairmont Road, Suite 350

Atlanta, Georgia 30329

(404) 584-1238 Telephone

wgeer@rlkglaw.com

cpowers@rlkglaw.com

Attorneys for the Debtor